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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

PAYMENTECH, LLC AND JPMORGAN CHASE
BANK, N.A.,

Plaintiffs,

-against-

MAINSRING DISTRIBUTION LLC AND RIA
PHILIP,

Defendants.

Civil Action No. 1:19-cv-02087

**EDVIN OVASAPYAN'S ANSWER
AND AFFIRMATIVE DEFENSES
TO THIRD-PARTY COMPLAINT**

RIA PHILIP,

Third-Party Plaintiff,

-against-

EDVIN OVASAPYAN AND VAHE OVASAPYAN,

Third-Party Defendants.

Defendant, Edvin Ovasapyan, by and through his attorneys, Canales PLLC, hereby answers the Third- Party Complaint of the Third-Party Plaintiff, Ria Philip, as follows:

THE PARTIES

1. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 1 of the Third-Party Complaint.

2. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 2 of the Third-Party Complaint.

3. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 3 of the Third-Party Complaint.

4. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 4 of the Third-Party Complaint.

5. Admits the allegations contained in paragraph 5 of the Third-Party Complaint.

6. Admits the allegations contained in paragraph 6 of the Third-Party Complaint.

7. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 7 of the Third-Party Complaint.

JURISDICTION AND VENUE

8. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 8 of the Third-Party Complaint.

9. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 9 of the Third-Party Complaint.

10. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 10 of the Third-Party Complaint.

THE FIRST PARTY ACTION

11. Denies the allegations contained in paragraph 11 of the Third-Party Complaint and respectfully refers the Court to the first party complaint for its contents.

12. Denies the allegations contained in paragraph 12 of the Third-Party Complaint and respectfully refers the Court to the first party complaint for its contents.

13. Denies the allegations contained in paragraph 13 of the Third-Party Complaint and respectfully refers the Court to the first party complaint for its contents.

FACTUAL ALLEGATIONS

14. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 14 of the Third-Party Complaint.

15. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 15 of the Third-Party Complaint.

16. Admits that Edwin had, at some point, an ownership interest in Mainspring but otherwise denies the allegations as stated in paragraph 16 of the Third-Party Complaint.

17. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 17 of the Third-Party Complaint.

18. Denies the allegations contained in paragraph 18 of the Third-Party Complaint, except admits that Vahe is related to Edwin.

19. Denies the allegations contained in paragraph 19 of the Third- Party Complaint, except admits that, at some point, Vahe became a part owner of Mainspring.

20. Denies the allegations contained in paragraph 20 of the Third-Party Complaint and states that to the extent the Third-Party Plaintiff relies on and/or refers to the Amended Operating Agreement for Mainspring, the contract speaks for itself.

21. Lacks knowledge sufficient to form a belief about the truth of the allegations contained in paragraph 21 of the Third-Party Complaint.

22. Denies the allegations contained in paragraph 22 of the Third-Party Complaint.

23. Denies the allegations contained in paragraph 23 of the Third-Party Complaint, except admits that on August 7, 2018, Edwin pled guilty in the District Court of Puerto Rico.

24. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 24 of the Third-Party Complaint.

- 25. Admit the allegations contained in paragraph 25 of the Third-Party Complaint.
- 26. Denies the allegations contained in paragraph 26 of the Third-Party Complaint.
- 27. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 27 of the Third-Party Complaint.
- 28. Denies the allegations contained in paragraph 28 of the Third-Party Complaint.
- 29. Denies the allegations contained in paragraph 29 of the Third-Party Complaint.
- 30. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 30 of the Third-Party Complaint

FIRST CAUSE OF ACTION

- 31. Repeats and realleges its responses to the Third-party Complaint as set forth in this Answer.
- 32. Paragraph 32 of the Third-Party Complaint contains improper legal conclusions for which no response is required. To the extent a response is required, deny the allegations set forth in paragraph 32 as stated.
- 33. Paragraph 33 of the Third-Party Complaint contains improper legal conclusions for which no response is required. To the extent a response is required, deny the allegations set forth in paragraph 33 as stated.
- 34. Paragraph 34 of the Third-Party Complaint contains improper legal conclusions for which no response is required. To the extent a response is required, deny the allegations set forth in paragraph 34 as stated.
- 35. Paragraph 35 of the Third-Party Complaint contains improper legal conclusions for which no response is required. To the extent a response is required, deny the allegations set forth in paragraph 35 as stated.

36. Paragraph 36 of the Third-Party Complaint contains improper legal conclusions for which no response is required. To the extent a response is required, deny the allegations set forth in paragraph 36 as stated.

SECOND CAUSE OF ACTION

37. Repeats and realleges its responses to the Third-Party Complaint as set forth in this Answer.

38. Lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 38 of the Third-Party Complaint.

39. Denies the allegations set forth in paragraph 39 of the Third-Party Complaint.

40. Denies the allegations set forth in paragraph 40 of the Third-Party Complaint.

41. Denies the allegations set forth in paragraph 41 of the Third-Party Complaint.

42. Denies the allegations set forth in paragraph 42 of the Third-Party Complaint.

THIRD CAUSE OF ACTION

43. Repeats and realleges its responses to the Third-Party Complaint as set forth in this Answer.

44. Denies the allegations set forth in paragraph 44 of the Third-Party Complaint.

45. Denies the allegations set forth in paragraph 45 of the Third-Party Complaint.

46. Denies the allegations set forth in paragraph 46 of the Third-Party Complaint.

47. Denies the allegations set forth in paragraph 47 of the Third-Party Complaint.

48. Denies the allegations set forth in paragraph 48 of the Third-Party Complaint

DEFENSES

FIRST DEFENSE

The Third-Party Complaint fails to state a cause of action upon which relief can be granted.

SECOND DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by documentary evidence.

THIRD DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by plaintiff's material breach of contract.

FOURTH DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by the doctrines of laches and unclean hands.

FIFTH DEFENSE

Third-Party Plaintiff's damages, if any, were the result of its own conduct or that of other parties named or not named in the Third-Party Complaint.

SIXTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by the doctrines of modification and ratification.

SEVENTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, ratification and / or estoppel.

EIGHTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by improper notice of defect.

NINTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by the doctrine of impossibility of performance.

TENTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, failure to join a necessary party.

ELEVENTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by fraud and/or illegality.

TWELFTH DEFENSE

Third-Party Plaintiff's claims are barred, in whole or in part, by the statute of frauds.

THIRTEENTH DEFENSE

Third-Party Plaintiff's claims and damages are barred, in whole or in part, by failure to mitigate damages.

FOURTEENTH DEFENSE

Third-Party Plaintiff has failed to plead its claims with the requisite specificity as required under Federal Rule of Civil Procedure 9(b).

RESERVATION OF ADDITIONAL DEFENSES

Third-Party Defendant expressly reserves the right to assert and rely upon any and all additional defenses that may be relevant or become relevant during the course of this action.

PRAYER

WHEREFORE, Defendant prays as follows:

1. For dismissal of the Third-Party Complaint with prejudice;
2. For a judgment in favor of Third-Party Defendant and against Third-Party Plaintiff;
3. For costs of suit incurred herein; and
4. For such other and further relief as the Court may deem just and proper.

Dated: New York, New York
January 17, 2020

CANALES PLLC

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